



~~221~~ 22124-G

FILED

JUL 22 '99

10-25 AM

Recordation Nos. 22124-F and 22124-G

On behalf of The Detroit Edison 1999 Railcar Trust, a Delaware business trust, I submit for filing and recording under 49 U.S.C. § 11301 and the regulations applicable thereunder, counterparts of two related secondary documents, not previously recorded.

The document to be recorded under Recordation No. 22124-F is entitled Lease Supplement No. 3, dated as of July 21, 1999, ("Supplement"), and is a supplement to the Memorandum of Lease ("Lease") recorded under Recordation No. 22124, whereby 375 BethGon Coalporter cars identified in Schedule A thereof (copy attached) are added to the Lease.

**The Detroit Edison 1999 Railcar Trust                      - Lessor**  
**c/o Wilmington Trust Company**  
**Rodney Square North**  
**1100 North Market Street**  
**Wilmington, DE 19890-0001**

The Detroit Edison Company - Lessee  
2000 2<sup>nd</sup> Avenue  
Detroit, MI 48226-1279

The document to be recorded under Recordation No. 22124-G is entitled Assignment of Lease Supplement No. 3, dated as of July 21, 1999 ("Assignment") and is an assignment of a security interest in the rail cars identified in Schedule A to the above-mentioned Supplement and the rents and other proceeds therefrom by the Lessor/Assignor to the Assignee.

The parties to the above-mentioned Assignment are:

The Detroit Edison 1999 Railcar Trust                      -                      Lessor/ASSIGNOR  
c/o Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, DE 19890-0001

ATTORNEYS AND COUNSELORS AT LAW

1100 New York Avenue, Suite 750, N.W., Washington, D.C. 20005-3934. Tel: 202-371-9500, Fax: 202-371-0900

Chase Manhattan Trust Company, -  
National Association  
Suite 220  
250 West Huron Road  
Cleveland, OH 44113

ASSIGNEE

Please index separately the name of the above-mentioned Assignee in the Surface Transportation Board ("STB") "Vendee/Assignee" Index Book (white pages)", as follows:

Index under Chase Manhattan Trust Company, National Association, saying, "See Recordation No. 22124-G."

The units of equipment covered by the two enclosed documents are as mentioned above, namely 375 BethGon Coalporter cars (aluminum rotary dump cars) as listed in Schedule A.

A short summary to be put in the STB Index Book as to the Supplement recorded under Recordation No. 22124-F is as follows:

"Covers lease of 375 BethGon Coalporter cars in Schedule A, DEEX 990625-990999."

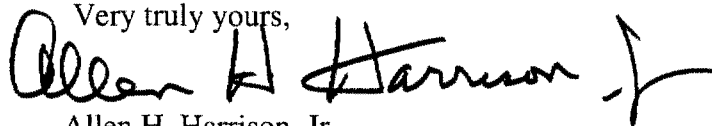
A short summary to be put in the STB Index Book as to the Assignment, recorded under Recordation No. 22124-G, is as follows:

"Assignment of security interest in units in Schedule A of Lease Supplement No. 3 and rents and proceeds therefrom."

Enclosed is a check in the amount of fifty-two dollars (\$52) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the letter/fee receipt from the STB acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.

*Attorney for The Detroit Edison 1999 Railcar Trust  
for the purpose of this filing.*

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Enclosures  
BY HAND  
8384-020

Schedule A

Description	Supplier	Model	Car Numbers	Quantity
Aluminum Rotary Dump Railcars	Johnstown America	BethGon Coalporter	DEEX 990625- 990999 inclusive	375

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## LEASE SUPPLEMENT NO. 3

THIS LEASE SUPPLEMENT NO. 3 (this "Lease Supplement") dated as of July 21, 1999 between THE DETROIT EDISON 1999 RAILCAR TRUST, a Delaware business trust (the "Lessor"), and THE DETROIT EDISON COMPANY, a Michigan corporation, as lessee (the "Lessee").

WHEREAS, the Lessor is the owner of the Equipment described on Schedule I hereto (the "Leased Equipment") and wishes to lease the same to the Lessee;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Rules of Usage. For purposes of this Lease Supplement, capitalized terms used herein and not otherwise herein shall have the meanings assigned to them in Annex A to the Participation Agreement dated as of April 27, 1999, among the Lessee, the Lessor, the Indenture Trustee and the Trust Company, as it may be amended, supplemented or otherwise modified from time to time.

2. The Equipment. Attached hereto as Schedule I is the description of the Leased Equipment. Effective upon the execution and delivery of this Lease Supplement by the Lessor and the Lessee, the Leased Equipment shall be subject to the terms and provisions of the Lease dated as of April 27, 1999 between The Detroit Edison 1999 Railcar Trust, as Lessor, and The Detroit Edison Company, as Lessee, with respect to which a Memorandum of Lease dated as of April 27, 1999 was recorded on April 27, 1999 in the Surface Transportation Board under Recordation No. 22124 and with the Registrar General of Canada on April 27, 1999.

3. Ratification. Except as specifically modified hereby, the terms and provisions of this Lease are hereby ratified and confirmed and remain in full force and effect.

4. Original Lease Supplement. The single executed original of this Lease Supplement marked "THIS COUNTERPART IS THE ORIGINAL EXECUTED COUNTERPART" on the signature page thereof and containing the receipt of the Lessor therefor on or following the signature page thereof shall be the Original Executed Counterpart of this Lease Supplement (the "Original Executed Counterpart"). To the extent that this Lease Supplement constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart other than the Original Executed Counterpart.

5. GOVERNING LAW. THIS LEASE HAS BEEN DELIVERED IN, AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

6. Counterpart Execution. This Lease Supplement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement No. 3 be duly executed and delivered as of the date first above written.

THE DETROIT EDISON COMPANY

By: 

Name: *C. Arvani*

Title: *Assistant Treasurer*

THE DETROIT EDISON 1999 RAILCAR TRUST

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee under The Detroit Edison 1999 Railcar Trust Agreement dated as of April 27, 1999

By: 

Name:

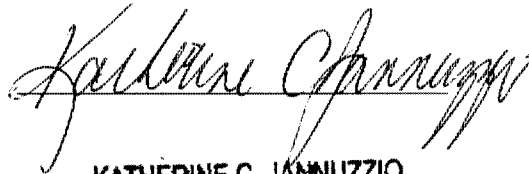
Title:

**JOHN M. BEESON, JR.**  
• Vice President

STATE OF DELAWARE )  
COUNTY OF NEW CASTLE )

On this 14th day of July, 1999 before me personally came John M. Beeson to me known, who, being by me duly sworn, did depose and say that he is Vice President of WILMINGTON TRUST COMPANY, one of the corporations which executed the foregoing instrument; that he signed his name thereto by authority of the Board of Directors of said corporation.

[Notarial Seal]



KATHERINE C. JANNUZZIO  
NOTARY PUBLIC - DELAWARE  
My Commission Expires Apr. 29, 2000

STATE OF MICHIGAN )  
COUNTY OF WAYNE )

On this 13th day of July, 1999 before me personally came C. C. Arvani to me known, who, being by me duly sworn, did depose and say that he is Assistant Treasurer of THE DETROIT EDISON COMPANY, one of the corporations which executed the foregoing instrument; that he signed his name thereto by authority of the Board of Directors of said corporation.

[Notarial Seal]



GERALDINE GREEN  
Notary Public, Oakland County, MI  
My Commission Expires Sept. 22, 2001

## SCHEDULE I

1. Subject to the Excepted Rights, all of the Debtor's right, title and interest in, to and under the Participation Agreement and each of the other Credit Documents.

2. (i) The Lease and (ii) the Rent and (iii) all claims for damages arising out of the breach of, and rights to terminate, the Lease, including, without limitation, all claims for damages arising out of the breach of any and all present and future bills of lading, contracts and other engagements of affreightment or for the carriage or transportation of freight and cargo and operations of every kind whatsoever of the Equipment and in and to any and all claims and causes of action for money, loss or damages that may accrue or belong to the Debtor, its respective successors or assigns, arising out of or in any way connected with the present or future use, operation or management of the Equipment or arising out of or in any way connected with any and all present and future requisitions, bills of lading, contracts and other engagements of affreightment or for the carriage or transportation of freight and other operations of the Equipment, (iv) all monies and claims for monies due and to become due to the Debtor and all claims for damages in respect of the actual or constructive total loss or requisition, capture or seizure of, or requisition of use of or title to, the Equipment, including, without limitation, all claims, rights, remedies, powers and privileges on the part of the Debtor, whether arising under the Lease or by statute or at law or in equity or otherwise, consequent on any failure of the Lessee to pay any such monies or claims, (v) all insurance on and in respect of the Equipment, including rights under entries in protection and indemnity clubs or associations or the like and (vi) all the right, title and interest of the Secured Party in, and all claims and rights of the Secured Party under or pursuant to all contracts for the construction, reconstruction, purchase, repair, or maintenance of the Equipment.

3. The Equipment (including all parts thereof) described in Schedule A hereto, and all substitutions therefor and replacements thereof (including Replacement Units), and all modifications, additions, improvements and accessories thereto, and all records relating thereto in which the Debtor shall acquire an interest, in each case whether now owned or hereafter acquired.

4. All monies deposited in, and all of the Secured Party's right, title and interest in and to, the Account and the Delayed Draw Funding Account, and all income thereon and investments thereof.

Proceeds of all of the foregoing and any and all other moneys, securities and property which may from time to time become subject to the lien hereof or which may come into the possession or be subject to the control of or be held by the Secured Party pursuant to the Indenture, the Lease, the Assignment of Lease or any other instrument included in the Indenture Trust Estate.

### Defined Terms

"Account": as defined in Annex A of the Participation Agreement.

"Assignment of Lease": that certain Assignment of Lease and Rents, Assignment of Lease Supplement No. 1, No. 2 and No. 3 from The Detroit Edison 1999 Railcar Trust, as Assignor, to Chase Manhattan Trust Company, National Association, as Indenture Trustee, Assignee, dated as of April 27, 1999, May 28, 1999, June 24, 1999 and July 21, 1999, respectively.

"Delayed Draw Funding Account": as defined in Annex A of the Participation Agreement.

"Excepted Rights": as defined in Annex A of the Participation Agreement.

"Equipment": the equipment described more fully in Schedule A attached hereto and hereby made a part hereof.

"Indenture": that certain Indenture and Security Agreement dated as of April 27, 1999 and Indenture Supplement No. 1 dated as of May 28, 1999, Indenture Supplement No. 2, dated as of June 24, 1999 and Indenture Supplement No. 3 dated as of July 21, 1999 between The Detroit Edison 1999 Railcar Trust and Chase Manhattan Trust Company, National Association, as Indenture Trustee and joined in by The Detroit Edison Company, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof or of any other Operative Agreement.

"Indenture Trust Estate": as defined in Annex A of the Participation Agreement.

"Lease": that certain Lease Agreement dated as of April 27, 1999 and Lease Supplement No. 1 dated as of May 28, 1999, Lease Supplement No. 2 dated as of June 24, 1999 and Lease Supplement No. 3 dated as of July 21, 1999 between The Detroit Edison Company, as Lessee, and The Detroit Edison 1999 Railcar Trust, as Lessor, together with any supplements thereto, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof or of any other Operative Agreement.

"Participation Agreement": that certain Participation Agreement among The Detroit Edison Company, as Lessee, The Detroit Edison 1999 Railcar Trust, as Lessor, Chase Manhattan Trust Company, National Association, as Indenture Trustee, and Wilmington Trust Company, as Trustee, dated as of April 27, 1999.

"Replacement Unit": as defined in Annex A of the Participation Agreement.



# Schedule A

Description	Supplier	Model	Car Numbers	Quantity
Aluminum Rotary Dump Railcars	Johnstown America	BethGon Coalporter	DEEX 990625- 990999 inclusive	375